

L. IMMUNIZATIONS

The goal of the Vaccine Replacement program is collaboration between KDHE and SRS in reducing vaccine-preventable diseases among Medicaid-eligible Kansans. The following vaccines are included: Haemophilus Influenza B, Measles/Mumps/Rubella (MMR), Diphtheria Tetanus (DT, pediatric), TB, intradermal (Mantoux, PPD), Diphtheria/Pertussis/Tetanus (DPT), Tetanus/Diphtheria (TD (adult), Oral Polio, Hepatitis B, Injectable Polio.

SRS will:

1. Process provider claims and reimburse Medicaid providers for administering the vaccines listed above according to the current SRS Medicaid fiscal agent contract.
2. Notify KDHE through the SRS fiscal agent to replace the specified vaccines used by providers enrolled with Medicaid who are licensed (certified) to administer vaccine for Medicaid clients and to specify accountability and reporting requirements.
3. Communicate with and provide information to Medicaid providers regarding claims processing and provide education about the vaccine replacement program to Medicaid providers.
4. Reimburse supply agents for the specified vaccines distributed to Medicaid providers and for postage containers and related supplies.
5. Make payments to KDHE for the actual costs of storage, shipping and handling the specified vaccines distributed to Medicaid providers. Payments include actual costs of one SRS Vaccine Program liaison position. Full compensation for this agreement shall not exceed the approved annual budget. Should the agreement terminate or not be renewed, payment will be adjusted based on actual costs.

KDHE will:

1. Secure vaccine from federally-contracted supply agents and distribute monthly a replacement supply to Medicaid providers. Billing statements from supply agents will be forwarded to SRS for direct payment to the agent.
2. Each year, submit state fiscal year budgets to SRS for approval, by January 15, 1993 for SFY 93, and by June 1 of each subsequent state fiscal year.
3. Quarterly, provide fiscal reports to SRS Division of Medical Services Fiscal Manager showing actual expenditures and make available for SRS audit such books, files, records and other data as may be necessary to clarify, substantiate or justify expenditures under this agreement.
4. Quarterly, provide copies of current contracts with pharmaceutical companies providing vaccine for services to the SRS Division of Medical Services Fiscal Manager.

5. Maintain a record of the number of doses by type of vaccine delivered to each Medicaid provider. Maintain a record, by lot number, of where each vial of vaccine was shipped.

NOTE: When a provider receives a vaccine replacement which cannot be used before expiration date, to receive a new replacement the provider must contact the SRS vaccine liaison at the Bureau of Immunization to request permission to return the vaccine. To be approved, the following conditions must be met:

- a. The vaccine must be no closer to expiration date than two (2) weeks.
- b. The vaccine must be kept refrigerated at all times, and be packaged with cold packs to maintain viability. (Polio vaccine must be kept frozen.)
- c. The packaged vaccine must have all pertinent sender information. It must also be labeled in red with the following:

BIOHAZARD - VACCINE ENCLOSED

- d. Improperly returned vaccine will not be accepted by the Bureau of Immunization.

Vaccine that is beyond expiration date may not be returned, unless the Bureau of Immunization is able to receive replacements free-of-charge from a manufacturer. If an expired vaccine can be replaced to the Bureau of Immunization by a manufacturer free-of-charge, the provider must follow the same process as outlined above (except for cold-packing) to return vaccine and receive new replacement.

6. Maintain inventories of the SRS Vaccine Replacement Program separately from that of other programs in the most convenient manner possible.
7. Monthly, submit payment vouchers to SRS, itemizing storage, shipping and handling costs. This voucher will show KDHE as the receiving agency and SRS as the paying agency. Through this interfund voucher, SRS will provide the funding for the administrative costs incurred by KDHE through this agreement. Payment will be made at the beginning of the month during which services are provided. In other words, the amount stated in the payment voucher is a projected amount subject to adjustment.
8. Return to SRS any unexpended funds within 60 days in the event the agreement is terminated or not renewed.

OCT 25 1993

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TN#MS-93-24 Approval Date _____ Effective Date JUL 01 1993 Supersedes TN#MS-92-02

M. SUBSTANCE ABUSE SERVICES

The purpose of this section is to establish methods for ongoing collaboration and coordination between KDHE and SRS, Alcohol and Substance Abuse Services. Specifically, this section of the agreement will: prevent duplication of efforts, promote dissemination of information regarding risks of substance abuse (alcohol and abuse of legal and illegal substances) to all Kansas citizens, and establish methods for collection, sharing and analysis of data.

o PROGRAM INFORMATION AND SERVICES**SRS and KDHE will:**

1. Assure staff participation on permanent and/or ad hoc intra-agency and inter-agency committees related to joint public health and substance abuse initiatives/services.
2. Share written program/agency plans regarding substance abuse initiatives.

KDHE will:

1. Provide to SRS/ADAS information about public health activities related to substance abuse prevention and early intervention initiatives.
2. Promote cooperative intra-agency and inter-agency program planning and monitoring of public health substance abuse efforts at the state and local levels.
3. Incorporate substance abuse prevention, client identification, early intervention, and referral to substance abuse treatment services in all public health protocols and standards.

SRS will:

1. Inform and refer substance abuse applicants/recipients to appropriate public health and community-based services.
2. Participate with KDHE in cooperative program planning and monitoring of public health efforts at the state and local levels.
3. Provide KDHE and other designees with SRS/ADAS program brochures related to substance abuse.
4. Establish methods for KDHE to gain access to client demographic information as needed.

o CONSULTATION AND CONTINUING EDUCATION**SRS and KDHE will:**

1. Provide inter-agency consultations on request regarding public health and substance abuse initiatives.

2. Participate in mutual evaluation of the impact of public health/substance abuse services and client access through data collection and analysis.

KDHE will:

1. Plan, present and/or participate in workshops held by SRS/ADAS related to substance abuse issues and services.
2. Respond to questions and issues presented by SRS/ADAS staff.
3. Provide substance abuse data to SRS/ADAS, as requested.

SRS will:

1. Plan, present and/or participate in workshops held by KDHE relating to substance abuse issues and services.
2. Respond to questions and issues presented by KDHE staff.
3. Share reports and data relating to substance abuse programs and studies with KDHE.

o TREATMENT SERVICES**KDHE will:**

1. Support through consultation and funding (if available) substance abuse treatment services at the community level.
2. Report to SRS/ADAS documented concerns relating to treatment services availability and/or barriers for Medical Assistance clients and other substance abusers.
3. Provide recommendations for public health standards for substance abuse services.
4. Work with SRS/ADAS and local providers to resolve barriers to treatment services.

SRS will:

1. Identify substance abuse services to be covered by Medical Assistance, utilizing KDHE consultation.
2. Work with KDHE and local providers to resolve barriers to substance abuse treatment and local public health services.
3. Provide a pilot project in cooperation with KDHE to place a drug counselor on site in one of the major metropolitan health departments and evaluate the effectiveness of an on-site counselor vs. referral.

o FEES AND REIMBURSEMENT

SRS and KDHE will:

1. Identify reimbursable and potentially reimbursable substance abuse services.
2. Identify gaps in service delivery related to public health and substance abuse and propose potential solutions.

N. TOLL-FREE TELEPHONE NUMBER

KDHE will:

1. Provide and publicize a toll-free telephone number which provides adequate information on how persons can access MCH, SHS, and Medicaid services (obstetric and pediatric) in the state.
2. Provide information relating to experience in use of the toll-free telephone number for planning and evaluation purposes.

SRS and KDHE will:

1. Coordinate development, maintenance and publication of information regarding providers.

VI. Procedure for Resolution of Disagreements

Operational disagreements which become apparent in the course of this Agreement shall be resolved by discussions between the concerned parties at the organizational level closest to the problem. If the problem/issue is not resolved informally, it shall be referred to and resolved by the Secretary of KDHE or designee and the Secretary of SRS or designee. This will be done by a letter outlining the problem and circumstances with a request for a meeting between the secretaries or designees, and will involve any other affected parties.

VII. Decision Authority

Policy decisions necessary for the implementation of this Agreement shall be developed by the parties to this Agreement. SRS and KDHE program staff will develop policy recommendations. The mutually agreed upon policy shall be referred to KDHE and SRS Secretaries or Secretaries' designees for final approval.

VIII. Procedure for Referrals

Each party to this Agreement will establish a system of referrals for those services not directly rendered by the agency, but which are essential to meet the individual's need. To the degree possible, these referrals will be made at the time of client contact. Programs such as the supplemental food program for women, infants and children (WIC), Food Stamps, and Healthy Start will fall into this category.

IX. Method Developed to Coordinate the Title V Assurance Statement/Title XIX State Plan

This Agreement shall, upon its approval by the appropriate Federal Officials, become a part of Kansas' Title V Assurance Statement and Title XIX State Plan.

This Agreement shall define the health services provided or arranged for clients who are both Title V and Title XIX recipients.

A committee shall be appointed to assure this coordination. Appointment, by the Secretaries, of at least one (1) representative shall constitute the membership of this committee.

The committee shall meet at the request of either agency Secretary or designee, or at least annually, to permit the parties to this Agreement to provide input, to resolve any problems/issues which may arise, to review, evaluate, and make recommendations to the Secretaries regarding the conditions outlined in other sections of this Agreement.

X. Methods for Payments or Reimbursements

Unless there are other third party resources, SRS shall reimburse eligible providers for any service covered under the State Medicaid Plan for eligible medical assistance clients. Title XIX funds shall be the first and primary source of payment for medical services provided to mutual beneficiaries of the Title V and Medical Assistance Programs.

XI. Confidentiality of Information

The Agencies shall treat all information, and in particular information relating to recipients and providers, which is obtained as confidential information to the extent that confidential treatment is provided under federal or state law or regulation and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder.

XII. Confidentiality of Client Information

All information as to personal facts and circumstances obtained shall be treated as privileged communications, shall be held confidential, and shall not be divulged without written consent of SRS or KDHE and the written consent of the individual, the individual's attorney, or responsible parent or guardian, except as may be required by SRS, provided that nothing herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals. The use or disclosure of information concerning individuals shall be limited to purposes directly connected with the administration of the agencies' programs. The use or disclosure of any information concerning an individual for any purpose directly connected with the administration of the Medicaid/MediKan Program with respect to services provided is prohibited except on prior written approval by the Director of Medical Programs. Under law, SRS cannot consent to release lists of recipients or eligible persons' names.

XIII. Continuous Liaison

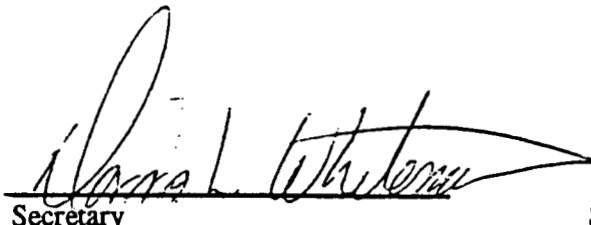
Continuous liaison among the parties to the Agreement shall be the responsibility of the Secretaries or his/her appointed staff designees.

XIV. Provision for Periodic Review of the Agreement

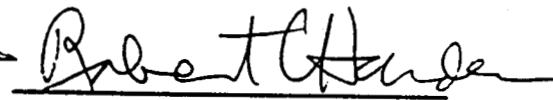
This Agreement shall be in effect upon signature by the Secretaries of both agencies and is continuing in nature until such time as it is terminated by either party. The Agreement shall be reviewed at least annually by the parties to said Agreement or whenever a major reorganization occurs. Such reviews shall be for the purpose of development of new agreements, modifications, clarification, or redefinition of any provision as deemed necessary. Any modification shall require review by the signing parties.

Any attached individual program addenda shall be considered a part of the Agreement. Additional program addenda shall be discussed at the annual review or special meetings and added as needed. Revision of an individual program addendum may be made without affecting the terms of the general agreement. This Agreement shall become effective after signatures are affixed by the Secretary of SRS and the Secretary of KDHE.

This Agreement may be terminated by either party upon written sixty (60)-day notice to the other party.



Secretary
Department of Social and
Rehabilitation Services



Secretary
Department of Health and
Environment

Date 6-12-93

Date 6/9/93

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Interagency Agreement
between
University of Kansas Medical Center
and
Kansas Department of Social and Rehabilitation Services

This agreement is by and between the Secretary of Social and Rehabilitation Services on behalf of the Kansas Department of Social and Rehabilitation Services (SRS), and the chancellor of the University of Kansas on behalf of the University of Kansas Medical Center (KUMC).

I. Mutual Objectives

The mutual objectives of this agreement are to set forth procedures and duties concerning SRS employees who will be based at KUMC, and to jointly agree upon a reimbursement methodology for medical services provided to Kansas Medicaid or Medikan recipients.

II. Responsibilities of SRS

SRS Shall:

- A. Send Income Maintenance (IM) Worker I staff to KUMC to gather assistance applications of Kansas residents, to interview applicants, to advise patients and families of documentation required to determine eligibility, and to assist in obtaining documentation in completing applications when necessary.
- B. Process all applications and make all eligibility determinations at the SRS office.
- C. Transfer processed applications to the KUMC patient's county of residence.
- D. Provide KUMC with the medical identification number of each patient approved for assistance, share other eligibility information upon receipt of signed authorization from the client.

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- E. Base a Social Service Administrator I (SSA I) at KUMC to spend one or two months learning the long term care placement procedures in effect at KUMC and then to research the placement procedures used in other Kansas hospitals, write an analysis paper for the Kansas Legislature, and develop and deliver training for hospitals as needed or required on appropriate placement planning.
- F. Send one representative to bi-monthly staff meetings of KUMC's Social Work Department and provide training as requested.
- G. Refer KUMC patients to needed SRS or community services.
- H. Advise patients and their families of available HCBS services.
- I. Provide direct supervision of SRS staff, both the IM Workers and the SSA I and be responsible for all personnel decisions, such as hiring, firing, work assignments, and evaluation, and give KUMC the opportunity to provide input on the IM Workers' and SSA I's evaluation and provide the name and telephone number of the SRS supervisor.
- J. Provide coverage at KUMC when assigned SRS staff is on leave.
- K. Credit an application as being received by SRS on the date signed by the KUMC patient and placed in the IM Worker's mailbox at KUMC.
- L. Assure staff are at KUMC at agreed upon times unless alternate arrangements are made.
- M. Pay KUMC the interim percentage of charges as agreed to between both parties beginning with dates of admission on and after July 1, 1991. Upon submittal of cost report, SRS shall process a cost settlement in accordance with applicable federal and state rules, regulations and policies. SRS may adjust this settlement and any settlement shall be based upon Medicare audits. Claims with admission dates prior to July 1, 1991, even though the service dates extend beyond July 1, 1991, shall be paid according to a general hospital designation.

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- N. Determine on a monthly basis the amount of payments to KUMC, and estimate the amount of payment which would have been paid to KUMC if KUMC were not determined to be a special hospital.
- O. Conduct on-site post payment utilization reviews of claims in accordance with a Hospital/Peer Review Organization agreement signed between KFMC and KUMC.

III. Responsibilities of KUMC

KUMC Shall:

- A. Provide a contact person at KUMC whom SRS staff can go to for assistance.
- B. Complete an orientation training of KUMC procedures and protocol for SRS staff and provide written guidelines of hospital procedures and protocol.
- C. Provide on-site supervision regarding adherence to KUMC procedures and protocol, and notify SRS supervisor of any performance problems.
- D. Establish and maintain a system for notifying IM staff of patients awaiting an interview, discuss option of applying for assistance with patient and attempt to get application completed prior to IM staff's arrival.
- E. Provide proper protection for SRS staff who are interviewing patients with infectious diseases or patients who may become violent.
- F. Provide funding for three Income Maintenance Worker I's and one Social Service Administrator I, four KAECSSES terminals (one to be located at KUMC and three to be located at the Kansas City SRS Office), and travel expenses. The total cost to KUMC for the terminals shall not exceed \$2,500.00, plus \$600.00 for terminal maintenance.
- G. Provide office space, office supplies, and telephone access at KUMC for at least two positions.
- H. Secure written releases from KUMC patients before requesting confidential information from SRS staff.